



***Request for Proposals
City Council Chambers
Technology Upgrade***

July 2025

City of Floresville

830-393-3105

**REQUEST FOR PROPOSALS
CITY COUNCIL CHAMBERS TECHNOLOGY UPGRADE**

ADVERTISEMENT

The City of Floresville is soliciting qualified and experienced vendors to upgrade existing audio/visual equipment located in the City Council Chambers. Proposals are due no later than **5:00 p.m.**, August 15, 2025 at Floresville City Hall 1120 D Street Floresville, TX 78114. Late submissions will be rejected and returned unopened.

Specifications are free and only available electronically. Please visit the City of Floresville website at www.floresvilletx.gov There will be no public opening. Responder names will be posted on the City's website. For assistance, call (830) 393-3105 ext.1222.

Proposals must be submitted in a sealed opaque envelope, box, or container or by email and clearly endorsed on the outside with **"REQUEST FOR PROPOSALS CITY COUNCIL CHAMBERS TECHNOLOGY UPGRADE"**.

The City of Floresville reserves the right to reject any and all proposals, to award the contract in what it deems its best interest and to waive any informality or technicality in the proposal.

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SECTION 1 - GENERAL INFORMATION AND PROPOSAL SUBMISSION

1.02 ITEMS INCLUDED IN THIS REQUEST FOR PROPOSALS (RFP)

Vendor shall supply all parts, materials, labor, and installation to complete the project. This includes provision of materials and equipment; installation; configuration; testing; provision of documentation; and training client to use, monitor, and make minor adjustments to system as needed.

1.03 QUESTIONS ABOUT THIS RFP

It shall be the Vendor's responsibility to learn all aspects of the RFP requirements. Should any details necessary for a clear and comprehensive understanding be omitted or any error appears in the RFP documents, or should the Vendor note facts or conditions which, in any way, conflict with the letter or spirit of the RFP documents, it shall be the responsibility of the Vendor to obtain clarifications before submitting a proposal. Questions concerning this design/document should be directed in writing by email to Evelyn Garcia at citysecretary@floresvilletx.gov with "**RFP CITY COUNCIL CHAMBERS TECHNOLOGY UPGRADE**" in the subject line. It is the sender's responsibility to verify receipt of email. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued as an Addendum and posted on the City of Floresville website at: www.floresvilletx.gov For questions unrelated to meaning or intent, you may call **Evelyn Garcia at (830) 393-3105 ext 1222**

1.04 OBTAINING DOCUMENTS

This document may be obtained in electronic format on the City's website:
www.floresvilletx.gov

1.05 QUESTIONS AND ADDENDA

Answers to requests for clarification or information will be addressed and provided in the form of an addendum. All addenda must be acknowledged and submitted with the proposal. Failure to do so will result in a non-compliant proposal. It is the vendor's

responsibility to obtain any and all addenda which will be posted on the City's website and on Public Purchase.

1.06 PROPOSAL DOCUMENT SUBMISSION

Proposals must be submitted in a sealed opaque envelope, box, or container or email and clearly endorsed on the outside with **"REQUEST FOR PROPOSALS CITY COUNCIL CHAMBERS TECHNOLOGY UPGRADE"** and delivered to or emailed at :

citysecretary@floresvilletx.gov

Evelyn Garcia City Secretary

City of Floresville

1120 D Street

Floresville, TX 78114

Proposals received after the deadline will be rejected and returned

unopened.

1.07 MATERIALS

1. Proposer must identify in the Bills of Materials the manufacturer(s) of all materials and components to be used.
2. All items proposed must be new and currently in manufacture.

1.08 PROPOSAL RESPONSE FORMAT

Each vendor must respond with its proposal organized in the following sections.

1.08.1 SECTION 1 - REQUIRED DOCUMENTS

- a. Proof of required insurance
- b. Cover letter with overall price, any special conditions, and shall include the signature of a principal of the firm with the following statement: "The information provided is true and correct to the best of my knowledge. The City of Floresville will not be responsible for any cost in preparation of this document."

1.08.2 SECTION 2 - EXECUTIVE SUMMARY/OVERVIEW

- a. Technical summary of the system proposed, including details about “improvements” over and above the base request, or if an alternate design is used, the reasons for the difference in design and benefits to the owner.
- b. Value added by the proposer.
- c. Overview of installation and training.

1.08.3 SECTION 3 - MAIN BODY OF RESPONSE

- a. Provide proposer’s qualifications and support capabilities. Names and titles of personnel who would work on this project and attach brief experience listings. Include all subcontractors.
- b. List any and all lawsuits that your company is involved with or party to
- c. Conflict of Interest Questionnaire must be filled out
- d. List a minimum of three references with similar equipment installed
- e. Line item data sheet with all equipment and associated cost

1.08.4 SECTION 4 - EQUIPMENT AND MATERIALS SPECIFICATIONS

- a. Include information on extended warranty and support programs available from either the manufacturer or vendor.
- b. Manufacturers’ brochures and full technical specifications for all equipment and materials proposed. Responses that fail to include technical specifications may be disqualified.

1.09 PROPOSAL RESPONSE CLARIFICATION QUESTIONS

After reviewing all responses to this RFP, the City of Floresville may develop a list of clarification questions to be addressed by the Vendor. The City of Floresville or its agent will send these questions to the Vendor for clarification. The Vendor shall provide a response within the timeframe requested.

1.10 EVALUATION CRITERIA

POINTS

- [50] Lowest qualified cost proposal
- [20] Minimum of ten (10) years of experience in the audio-visual installation business with references and contracts from previous clients
- [10] Years in business/company stability
- [10] Proposer qualifications, experience, and demonstrated history of similar services as requested herein
- [10] Thoroughness, quality, and responsiveness of proposal to the RFP

1.11 SELECTION PROCESS

The top-ranked firms/individuals may be requested to attend a meeting with City staff and/or the City Council to be interviewed. The interviews will allow the designated firms or individuals an opportunity to answer any questions the City Council may have regarding their proposals. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful firm/individual.

1.12 CONTRACT NEGOTIATIONS

The City of Floreville reserves the right to negotiate a contract after the successful proposer is selected. Selection will be based only on the proposal and subsequent interviews, if any; therefore, proposals must be complete. Proposals will remain secret during negotiations; however, all proposals are open for public inspection after the contract is awarded. Trade secrets and confidential information in the proposals are not open for public inspection.

1.13 TERMS & CONDITIONS OF THE CONTRACT

THE CONTRACTOR SHALL MAINTAIN THE FOLLOWING INSURANCE:

1. Workers' Compensation Insurance Coverage.

The insurance carrier shall be an admitted carrier in the State of Texas.

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Person's providing services on the project ("subcontractor" in section 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

“Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers’ Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided services on the project for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing an extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually requires each person with whom it contracts, to performs as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be a provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of the notice of breach from the governmental entity.

2. Comprehensive General Liability Insurance

This insurance shall:

- A. Be in an amount not less than \$1,000,000 per occurrence, with a deductible of not more than \$2,500;
- B. Include coverage for the liability assumed by the Contractor under Item F. (Indemnity);
- C. Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after the completion of the work provided for or performed under these specifications;
- D. Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse, or structural damage and underground property;
- E. Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;
- F. In naming the City of Floresville as an additional insured on your comprehensive General Liability Insurance, the following words apply:

“Contractor shall defend, indemnify and hold harmless the City of Floresville, its agents and employees from and against any liability, loss, cost and expense (“Liability”) claimed by a third party (including reasonable attorney’s fees and cost of defense) resulting from Contractor’s performance of the Work to the extent that such Liability:

 - (1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible personal property; and,
 - (2) is caused or contributed to by any neglect or fault of Contractor, its subcontractors, or their respective employees.

Where liability is attributable to the joint negligence or fault of Contractor and any other person (including Owner), Contractor’s duty of indemnification shall be limited to Contractor’s allocable share of such joint negligence or fault.”

- G. The Insurance company must have as a minimum a current A.M. Best rating of A.

3. Comprehensive Automobile Liability in the following amounts:

Bodily Injury \$1,000,000 per person
\$3,000,000 per accident
Property Damage \$300,000 per accident

4. General Requirements for Insurance Coverage

- A. The Certificate of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for;
- B. Certificates of Insurance required for each copy of the agreement which specifically set forth evidence of all required coverage will be filed with the City prior to the City's execution of the contract. Worker's Compensation Insurance coverage must be provided to the City prior to the City's award of the contract.
- C. The Certificates of Insurance furnished by the contractor as evidence of the Insurance maintained by the contractor will include a clause obligating the Insurer to give the City of Floresville ten (10) days prior written notice of cancellation or any material change in the insurance coverage.
- D. Waiver of Subrogation: The City of Floresville and the Contractor waive all rights and the rights of their respective insurance companies against each other for damages caused by fire or other perils to the extent such damages are covered by property insurance purchased by either party.

5. Anti-Discrimination in Employment

- A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the City of Floresville, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to

current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

6. General Independent Contractor Clause

This agreement does not create an employer relationship between the parties. It is the parties' intention that the contractor will be an independent contractor and not the City of Floresville employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Texas workers' compensation law and Texas unemployment insurance law. The contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the City of Floresville that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and the City of Floresville and the City of Floresville will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Hot Goods Clause

The bidder hereby agrees that in the execution of the work he or she will comply with all applicable provisions of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and that there will be no violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of underage employees.

8. Fire Safety

The contractor shall comply with all City regulations including those regarding Fire Safety. In this regard he shall comply with all instructions of the City Fire Marshall during the course of the work.

9. Hazard Communications Act

In compliance with Article 5182b, Texas Revised Civil Statutes, all employers are required to train and educate employees on the safe use and handling of hazardous materials that employees may be exposed to in the work place. The City of Floresville Fire Chief is designated as the City's HazComm Officer. Contractors of the City are also required to comply with the requirements of this Act.

Contractors are entitled to a copy of the City's workplace chemical list to which the contractor, its employees and agents may be exposed to in the workplace. Contractors are also entitled to a copy of all MSDS sheets for any hazardous chemicals which the City may

have in the work place. Contractors have the obligation to inform its employees and agents of all of these requirements. Contractor shall furnish the City with the MSDS sheets for any hazardous chemical brought into the City workplace that City employees will have exposure to. Contractors shall sign the Attachment 5, "Hazard Communications Contractor Acknowledgment" certifying receipt of this information.

SECTION 2 - INFORMATION ON CURRENT FACILITY

2.01 DAIS, GALLERY, and OVERFLOW

- Three 86" displays, 2 on a column and 1 on the sidewall.
- High-definition USB AV Bridging connections will be installed to accommodate PC based conferencing
- Two PTZ cameras with Live Stream capabilities
- o One camera mounted on wall
- o One camera mounted on the ceiling at the back wall
- An AVoIP Matrix solution for switching and routing all video signals.
- o The following user input sources will be accommodated:
 - One laptop connection at the rack with HDMI and USB
 - One laptop connection at the column with HDMI, USB, and Power.
- o OUTPUTs
 - four HDMI outputs for the displays
 - One output for program audio
- AVoIP encoders and decoders will be utilized for transport of video signals outside of the equipment rack.
- Uninterruptible power supply for main equipment rack.
- 3 articulating wall mounts that will support 86" displays
- Over-the-floor raceway cable management.

2.02

- **Audio:**
- One Digital Signal Processor (DSP) will be utilized to receive, process, and distribute audio signals.
- One amplifier for speakers.
- 6 wired gooseneck microphones for council members.
- 5 wireless gooseneck microphones.
- In-ceiling speakers for program audio

- One powerful Control System Processor for control over Audio/Visual system devices.
- One 10" touch panel will be used as a touch panel
- The panel will control room functions including display power, volume control, and other functions.
- A magnetic wall mount for charging and storing.
- Network switch for AV System control and Dante-audio traffic.

SECTION 3 - AUDIO VISUAL EQUIPMENT AND VIDEO CONFERENCING UPGRADE

3.01 SCOPE OF WORK SUMMARY

- A. Unless otherwise noted, the term "Contractor", "Proposer" or "Vendor" maybe used interchangeably herein and refers to the respondent submitting a proposal for this RFP.
- B. This Section Scope-of-Work includes:
 1. Provide all devices and services necessary for a complete installation and operational system.
 2. Integrate into the proposal existing or owner furnished equipment and miscellaneous hardware as may be described herein.
 3. Maintain timely installations according to the project construction schedule.
 4. Provide Owner System Training, As-Built documentation, and project manuals.
 5. Overview of work includes the following:
 - a. Audio and Video Mixing Control. Currently, there is only one volume control for all audio sources. There is no way to visually monitor the volume input and output levels. A V/U meter which shows the individual input and output as well as the master input and output levels. This control surface must not be limited to one of the stations in the Dais. It must be accessible remotely from the network and via a secured connection. Ideally this would be from a laptop or tablet.
 - b. PTZ Cameras capable of multiple presets are needed for the following: One for the Dias that can track the speaker, One for the gallery overall, One for the presenter at the lectern.
 - c. Camera content display. Currently to view and control the camera the main desktop must be utilized; therefore, PowerPoint presentations are interrupted if camera view must be adjusted. A preview and broadcast view of all cameras is needed to allow for rapid switching of views without having the broadcast view moving. A crossfade between the preview and broadcast video is preferred.
 - d. The addition of video conferencing capabilities:

- (1) Must have two-way audio and video communication
- (2) Must follow Texas Department of Information Resources Videoconferencing Guidelines (See Exhibit A)
- (3) Three 52-inch or larger monitors, one for a remote Council Member to be seen by Council Members at the Dais, one for the Gallery to see the remote Council Member, one for the overflow area outside the chambers to see the presentation
- (4) Video conferencing software that is compatible with a Windows 11 based computer.
- (5) A large "Video Wall" of 110-inch to 120-inch diagonally measured to show the presentations
- e. All audio and video output must be able to be streamed and all of the above-mentioned screens must be able to be streamed as selectable grid. The stream will need to be broadcast over a Spectrum Public Access Channel and several social media platforms, including but not limited to YouTube, Facebook, X, and Twitter.
- f. The video stream must be able to be streamed to the city network in real time and without a delay.
- g. Generally cleanup of work environment daily during construction.
- h. All installed wiring, cabling, and conduits must be reasonably kept out of view.
- i. All cabling must have an appropriate amount of slack to allow for the replacement of connectors or relocation of equipment. No zip-ties should be used in areas where cable servicing will be necessary. Velcro is preferred.
- j. Each station at the dais must have the following: desktop-accessible 120V power connection, USB-A, and USB-C power connection, and HDMI input connection.
- k. A request to speak, voting, and speaker timer should be at each dais location. This may be in the form of a tablet or other touch-enabled device.
- l. A speaker timer must be visible at the lectern, and a synchronous duplicate one must be visible to all dais positions.

3.02 GOVERNING REQUIREMENTS

The following are general provisions, requirements and expectations of the Technology Contractor delivering Audio & Video Systems equipment and installation for this construction package:

- 1. This document is intended to provide all hopeful Vendor(s) / Contractor(s), hereafter referred to as the Proposer, with information it needs to submit a complete Turnkey solution and proposal for the Floresville, hereafter referred to as the City. The

City will evaluate the submitted proposals to select a perceived Best Value Vendor to supply and install the Audio & Video Systems for this project as described herein.

2. The work performed shall be of professional quality and installed as would normally be expected by a professional Audio & Video Contractor in the primary business of providing quality installations of equivalent systems. Both product and workmanship shall be warrantied.
3. The Proposer shall furnish their lump sum price offer to provide a turn-key package in response to the Audio & Video systems specified herein.
4. The City shall accept proposals from both manufacturers and authorized resellers of products and systems specified herein and desire to have a competitive choice of local authorized reseller / manufacturers to find the best value for delivery of the systems.
5. The Proposer's proposal response shall include provisioning, installation, configuration, training and warranty support for all systems furnished and provide the City a fully functional system.
6. The Successful Proposer's responsibilities shall include but are not limited to the following:
 - a. Provide, install, and make fully functional the systems made up of equipment, cabling, devices, and hardware described
 - b. Furnish necessary services to integrate with the current systems and components into a fully functional package with seamless functionality as described herein.
 - c. Integrate into the construction any owner furnished equipment and miscellaneous hardware as may be described herein.
 - d. Maintain timely installations according to the project construction schedule.

3.03 PERFORMANCE REQUIREMENTS & REFERENCES

Referenced standards and/or procedures will be binding on Contractor and all work will be judged against such standards and procedures unless otherwise stated in writing.

3.04 SUBMITTALS

A. General Requirements

1. Provide a full electronic file copy in PDF format of all required paper document submittals. The sealed hard copies of the proposal shall be delivered .
2. Line item data sheet with a listing of all equipment and associated cost. Data sheet listing all equipment.

B. Submittal Conditions

1. The Contractor shall be held responsible for delivery of systems as specified any errors or omissions in the submittals shall not relieve said Contractor of responsibility to deliver complete systems as specified, that fully meets or exceeds the minimum requirements set forth by the specifications.
2. Contractor shall provide a proposed owner training plan.
3. The contractor must provide test reports and results.
4. Proposer understands that references will be verified.
5. Warranty Information
 - a. Warranty information: Include clear statements of the terms and coverage periods for all equipment.
 - b. Provide Contractor's service department phone number(s) and hours, maintenance schedule and description of products recommended for use in maintenance.
 - c. The Contractor shall complete and deliver to the Owner a warranty card for each piece of equipment covered by manufacturer's warranty.

Exhibit A

TEXAS DEPARTMENT OF INFORMATION RESOURCES

Videoconferencing Guidelines

Guidelines are issued by the Department of Information Resources (DIR) to offer technical and operational guidance for governmental bodies. DIR is required by Section 551.127(i), Texas Government Code, to specify minimum standards for audio and video signals at a meeting held by videoconference call. This publication provides technical and operational standards and recommendations to support [1TAC 209 – Minimum Standards for Meetings Held by Videoconference](#). Video and audio recordings that meet the International Telecommunications Union (ITU) standards are of reasonable quality for the purposes of [House Bill 283, 84th Legislature, 2015](#).

Objective

These guidelines offer technical and operational standards and recommendations to enable entities subject to the Texas Open Meetings Act to deploy videoconferencing technology in facilitating open meetings. Law allows one or more members of a governmental body to participate remotely to achieve a quorum.

Technical and Operational Standards

DIR has established the minimum standards for meetings subject to the Open Meeting Act that are held by videoconference:

- 1) Videoconferencing equipment must meet ITU standards for appropriate transmission medium:
 - (a) ITU H.320 or H.324 for videoconferencing over a public switched telephone network (PSTN) or integrated switched digital network (ISDN).
 - (b) ITU H.323 or H.323/SIP (Session Initiation Protocol) for videoconferencing over the public Internet.
 - (c) Use of videoconferencing equipment with proprietary vendor protocols may be used if the vendor certifies that its equipment and proprietary software protocol release version meets or exceeds ITU standards. Prior to use, DIR recommends reviewing technical specifications and contacting the vendor to inquire as to whether the deployed technology meets ITU standards.
- 2) All videoconferencing should employ a minimum 384 KB transmission speed. Note that bandwidth requirements for various resolutions of high-definition video are vendor specific based on the manufacturer's equipment.

- 3) At least one monitor must be available at the primary meeting site for the audience to view remote meeting participants, and be a minimum of 27 inches in size (as measured by the industry). When using a computer web conferencing system at the primary site, a large monitor and adequate speakers should be used.
- 4) The audience and members of the governmental body should have full view of at least one monitor at each meeting location. Additional monitors should be placed, as required, to ensure a clear view by all in attendance. Audio signals from the remote video conferencing sites should be of similar quality and volume as the local audio at the primary meeting site.
- 5) All videoconference transmissions will be in color and monitors for the viewing public and government members should present color video.
- 6) An audio and video recording of the meeting should be made at the primary meeting site with efforts made to conduct a recording ensuring sufficient quality, including bandwidth.

Additional Recommendations

DIR recommends that state agencies consider the following videoconferencing standards when holding a meeting subject to the Open Meeting Act:

- 1) Videoconferences held between sites on different networks, linked through public switched networks, or between sites not under control by a single government entity should be tested not more than one hour before the actual conference. The purpose of the test is to determine that the network link and applicable video bridges will perform adequately and meet the standards listed in the above sections. This recommendation does not apply to videoconferences at sites that have previously held open meetings within a one-week period.
- 2) Meetings should be moderated by an agreed upon assigned individual from the primary meeting site. The moderator should act to facilitate technical and videoconferencing clarity issues during the meeting. The moderator may, or may not, be a participant in the meeting, but ensures that the video and audio at primary site is clear, and cooperates with remote site participants in resolving technical difficulties.
- 3) Moderator(s) should check camera focus, audio, and camera range prior to each meeting.
- 4) Moderators should ensure that all speakers are within camera range throughout the meeting.

- 5) All members of the governmental body, at the primary site and remote site(s), should be introduced at the start of the meeting. The audience or other participants may be introduced in accordance with the entity's usual practices.
- 6) Remote sites should have the mute enabled in multi-point conferences, unless a participant is speaking.
- 7) Material to be presented should be available at all sites.
- 8) If the governing body goes into a closed session, the public display of the videoconference is no longer required.

Security

Each governmental body should review additional requirements from their regulatory entity and [1TAC 202– Information Security Standards](#) – for the transmission of data through a public or data/IP network.

Open Meeting Procedures

The preceding technical requirements are provided to ensure the quality of videoconference transmission. Questions about satisfying the specific procedural requirements of the Texas Open Meetings Act should be referred to an agency's general counsel or the Office of the Attorney General. The 2018 Open Meetings Act Handbook (Office of the Attorney General) can be found at https://www.oag.state.tx.us/open/publications_og.shtml.

Frequently Asked Questions

1. What hardware and software are needed for videoconferencing?

Successful videoconferencing requires cameras, microphones, display monitors, video compression/decompression (codec) technology, and a telecommunications line (PSTN, data network, or public Internet) for proper transmission of video and audio signals. Videoconferencing between more than two locations requires a multipoint control unit or video bridge that connects the sites allowing all participants to interact with one another.

There are three major categories of videoconferencing solutions that may be considered in implementing videoconferencing:

- **Large conference room expressly designed for videoconferencing**
This includes a room with multiple cameras, monitors, and microphones to accommodate multiple participants in the meeting room and remote locations. Requires staff support to operate equipment during the videoconference.
- **Small conference room or office-based videoconferencing with one or two remote sites**
This is typically a hardware-based solution with camera, codec, and audio in a compact unit that can be used to interact with one or two remote sites.
- **Desktop or web conferencing**
This is a software-based videoconferencing system using a personal computer and internal or external web camera, or even smart phones. This can be used by a remote participant to interact with the conference room or office. Many of these systems are standards-based; however, some vendors use proprietary standards that limit the interoperability of videoconferencing equipment and services.

2. What are ITU Standards and why do I need to use them?

The International Telecommunications Union establishes standards for videoconferencing that define how video and audio are encapsulated for transmission. The equipment purchased or used should specify which videoconferencing standards are certified for that product. Standards ensure interoperability between the videoconferencing sites.

The most common ITU standards are:

- H.320 or H.324 for videoconferencing over the public telephone network
- H.323 for videoconferencing over data networks
- H.323 or H.323/SIP videoconferencing over data/IP networks

3. Can I use a web conferencing solution to videoconference during a board or commission meeting?

There are several desktop web conferencing services and applications that offer audio and videoconferencing using software on a personal computer with a proprietary compression standard. Some business-class web conferencing services specify that their high-definition videoconferencing services meet ITU H.264 compression protocols that fall under the umbrella H.323 standard for videoconferencing. As with other proprietary systems, use of non-ITU standard devices should be tested for interoperability with the host and endpoint videoconferencing sites before they are used for a meeting.

Note that web conferencing systems specify minimum requirements for computer CPU, memory, and video capability. High-resolution cameras, microphones, and large monitors can be attached to a computer's port or USB connection.

4. Will my local area network support the transmission of videoconferencing?

The transmission of compressed video signals over a data network requires adequate bandwidth and quality of service, therefore testing with a local network administrator is recommended to ensure the network bandwidth can accommodate the robust video signals from the service or equipment you intend to use, and the resident firewall is set to allow passage of the session. Bandwidth requirements vary depending on the specific vendor equipment or service.

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

This form must be completed and submitted with your proposal. This form is available online at <https://www.ethics.state.tx.us/forms/CIQ.pdf>.

FORM 1295

The successful vendor, upon award of contract by City Council, shall file Form 1295 with the Texas Ethics Commission (TEC). This form must be executed online at <https://www.ethics.state.tx.us/forms/1295.pdf>. Once a Certificate Number is issued by the TEC, a completed copy shall be submitted to the Purchasing Agent within one week.